



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

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**STATE WATER CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
Global Auto Parts, Inc.
FOR
Global Auto Parts
VPDES Permit Registration VAR052301**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.15, between the State Water Control Board and Global Auto Parts, Inc., regarding the Global Auto Parts facility, for the purpose of resolving certain violations of the State Water Control Law and the applicable permit and regulation.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "305(b) report" means the report required by Section 305(b) of the Clean Water Act (33 United States Code § 1315(b)), and Va. Code § 62.1-44.19:5 for providing Congress and the public an accurate and comprehensive assessment of the quality of State surface waters.
2. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.

4. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
5. "Discharge" means the discharge of a pollutant.
6. "Discharge of a pollutant" when used with reference to the requirements of the VPDES permit program means:
 - a. Any addition of any pollutant or combination of pollutants to surface waters from any point source; or
 - b. Any addition of any pollutant or combination of pollutants to the waters of the contiguous zone or the ocean from any point source other than a vessel or other floating craft which is being used as a means of transportation.
7. "DMR" means Discharge Monitoring Report.
8. "Effluent" means wastewater – treated or untreated – that flows out of a treatment plant, sewer, or industrial outfall.
9. "Facility" or "Site" means the Global Auto Parts facility, located at 6301 Little Acres Lane, Woodford, Virginia 22580, from which discharges of stormwater associated with industrial activity occur.
10. "Global Auto Parts, Inc." means Global Auto Parts, Inc., a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Global Auto Parts, Inc. is a "person" within the meaning of Va. Code § 62.1-44.3.
11. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
12. "NRO" means the Northern Regional Office of DEQ, located in Woodbridge, Virginia.
13. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.
14. "Permit" means VPDES General Permit No. VAR05, which was issued under the State Water Control Law and the Regulation on July 1, 2019, and which expires on June 30, 2024. Global Auto Parts, Inc. applied for registration under the Permit and was issued Registration No. VAR052301 on October 3, 2019.
15. "Registration statement" means a registration statement for coverage under a stormwater general permit.

16. "Regulation" means "The Virginia Pollutant Discharge Elimination System (VPDES) General Permit for Discharges of Stormwater Associated with Industrial Activity," 9 VAC 25-151-10, *et seq.*
17. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code.
18. "State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3.
19. "Va. Code" means the Code of Virginia (1950), as amended.
20. "VAC" means the Virginia Administrative Code.
21. "VPDES" means Virginia Pollutant Discharge Elimination System.
22. "Warning Letter" or "WL" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.

SECTION C: Findings of Fact and Conclusions of Law

1. Global Auto Parts, Inc. owns and operates the Facility located at 6301 Little Acres Lane, Woodford, Spotsylvania County, Virginia, which discharges stormwater associated with industrial activity.
2. The Permit allows Global Auto Parts, Inc. to discharge stormwater associated with industrial activity from the Facility to an unnamed tributary of the Matta River, in strict compliance with the terms and conditions of the Permit.
3. The Matta River is located in the York River Basin. The unnamed tributary to the Matta River has been neither monitored nor assessed. The Matta River itself is listed in DEQ's 305(b) report as impaired for PCBs 50 miles downstream from the Facility.
4. Part I.A.1.b of the Permit requires Global Auto Parts, Inc. to conduct benchmark monitoring of stormwater discharges from the Facility's stormwater outfalls for the presence of pollutants of concern once during each semi-annual monitoring period and record benchmark monitoring results on a DMR.
5. Part I.B.8.b.(3) of the Permit states, "Facilities that did not complete four samples for TSS, TN, and TP during the 2014 industrial stormwater general permit term shall be subject to completing the monitoring requirements in Part I B 8 a beginning with the first full monitoring period after receiving permit coverage. Calculations and a Chesapeake Bay TMDL action plan if required under Part I B 8 f shall be submitted no later than 90 days following the completion of the fourth monitoring period to the DEQ regional office

serving the area where the industrial facility is located on a form provided by the department and maintained with the facility's SWPPP.”

6. During a DEQ file review, DEQ staff documented the following compliance deficiencies with respect to the monitoring requirements of the Permit:
 - a. The benchmark monitoring of stormwater discharges required by Part I.A.1.b of the Permit had not been performed for the following periods: July – December 2018; July – December 2019; January – June 2020; and January – June 2021.
 - b. The CB-TMDL monitoring of stormwater discharges required by Part I.B.8.b.3 of the Permit had not been performed for the following periods: January – June 2020; and January – June 2021.
7. NRO issued Warning Letters and a Notice of Violation for the violations noted above as follows: Warning Letter # 2019-02-N-1032, issued February 25, 2019; Warning Letter # W2020-06-N-1027, issued June 22, 2020; Warning Letter # W2020-09-N-1013, issued September 29, 2020; and Notice of Violation # W2021-08-N-0010, issued August 20, 2021.
8. Va. Code § 62.1-44.5 states that: “[E]xcept in compliance with a certificate issued by the Board, it shall be unlawful for any person to discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances
9. The Regulation, at 9 VAC 25-151-70, also states that except in compliance with a VPDES permit, or another permit issued by the Board, it is unlawful to discharge into state waters sewage, industrial wastes or other wastes.
10. Va. Code § 62.1-44.15(5a) states that a VPDES permit is a “certificate” under the statute.
11. The Department has issued coverage under no permits or certificates to Global Auto Parts, Inc. other than under VPDES Permit No. VAR05.
12. The unnamed tributary of the Matta River is a surface water located wholly within the Commonwealth and is a “state water” under State Water Control Law.
13. Based on the results of DEQ’s file review, the Board concludes that Global Auto Parts, Inc. violated conditions Part I.A.1.b and Part I.B.8.b.(3) of the Permit as noted in paragraph 6(a) and 6(b) of this Order.
14. On September 9, 2021, Department staff met with representatives of Global Auto Parts, Inc. to discuss the violations.
15. In order for Global Auto Parts, Inc. to return to compliance, DEQ staff and Global Auto Parts Inc. have agreed to the Schedule of Compliance, which is incorporated as Appendix A of this Order.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 62.1-44.15, the Board orders Global Auto Parts, Inc., and Global Auto Parts, Inc. agrees to:

1. Perform the actions described in Appendix A of this Order; and
2. Pay a civil charge of \$5,386 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Global Auto Parts, Inc. shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Global Auto Parts, Inc. shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Global Auto Parts, Inc. for good cause shown by Global Auto Parts, Inc., or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Global Auto Parts, Inc. admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Global Auto Parts, Inc. consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.

5. Global Auto Parts, Inc. declares it has received fair and due process under the Administrative Process Act and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Global Auto Parts, Inc. to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Global Auto Parts, Inc. shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Global Auto Parts, Inc. shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Global Auto Parts, Inc. shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.

10. This Order shall become effective upon execution by both the Director or his designee and Global Auto Parts, Inc. Nevertheless, Global Auto Parts, Inc. agrees to be bound by any compliance date which precedes the effective date of this Order.

11. This Order shall continue in effect until:

- a. The Director or his designee terminates the Order after Global Auto Parts, Inc. has completed all of the requirements of the Order;
- b. Global Auto Parts, Inc. petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
- c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Global Auto Parts, Inc..

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Global Auto Parts, Inc. from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

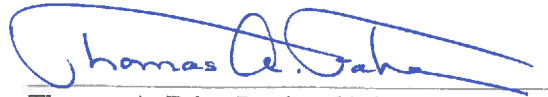
12. Any plans, reports, schedules or specifications attached hereto or submitted by Global Auto Parts, Inc. and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.

13. The undersigned representative of Global Auto Parts, Inc. certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Global Auto Parts, Inc. to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Global Auto Parts, Inc.

14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.

15. By its signature below, Global Auto Parts, Inc. voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 26th day of April, 2022.




Thomas A. Faha, Regional Director
Department of Environmental Quality

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Global Auto Parts, Inc. voluntarily agrees to the issuance of this Order.

Date: 12/10/2021 By: _____



(Person)

President

(Title)

Global Auto Parts, Inc.

Commonwealth of Virginia

City/County of Spotsylvania

The foregoing document was signed and acknowledged before me this 10th day of

December, 2021, by Abdul Karim Khan who is
President/Owner of Global Auto Parts, Inc., on behalf of the corporation.



Notary Public

7816918

Registration No.

My commission expires: 8/31/2023

Notary seal:



APPENDIX A SCHEDULE OF COMPLIANCE

1. Global Auto Parts, Inc. shall complete the following for the Facility:
 - a. Complete the Chesapeake Bay TMDL (CB-TMDL) monitoring required by Part I.B.8.a of the Permit by performing the monitoring quarterly, and submitting discharge monitoring reports on a quarterly basis for the three quarters following execution of this Order. These DMRs shall be submitted within 10 days of the end of the monitored quarter, in paper form, to the NRO VPDES Compliance Auditor at 13901 Crown Court, Woodbridge, VA 22193.
 - b. Upon completion of Appendix A Item 1.a, the completed CB-TMDL calculations required by Permit Part I.B.8 and, if necessary, a CB-TMDL action plan meeting the requirements of Permit Part I.B.8.f shall be submitted to NRO no later than 90 days following completion of the final CB-TMDL monitoring period (e.g., if the final CB-TMDL monitoring period is October 1 – December 31, 2022, the calculations and action plan would be due no later than March 31, 2023).